

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

BANKERS INSURANCE COMPANY )  
Plaintiff )  
vs. )                   **CASE NO. 3:16-1842**  
CRANE CONSTRUCTION, INC., )  
and MICHAEL D. CRANE, )  
Defendants. )

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**DEFAULT JUDGMENT**

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This matter came before the Clerk upon Plaintiff Bankers Insurance Company's ("Bankers") Motion for Default Judgment against Defendants Crane Construction, Inc. and Michael D. Crane. Upon consideration of said Motion and the record in this matter, the Clerk is of the opinion that Bankers' Motion should be **GRANTED**.

Therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED** that:

1. Judgment is entered in Bankers' favor against Defendants Crane Construction, Inc. and Michael D. Crane, jointly and severally, in the amount of \$2,708,015.82, which equals Bankers' damages through November 14, 2016 and prejudgment interest as of December 1, 2016, relative to the Defaulting Defendants' breach of a General Agreement of Indemnity and a promissory note the Defaulting Defendants' executed in favor of Bankers.

2. Bankers is also continuing to incur damages as a result of the Defaulting Defendants' breach of the General Agreement of Indemnity, and this Default Judgment against Defendants Crane Construction, Inc. and Michael D. Crane does not in any way negate or impact

Bankers' right to seek indemnification of those damages from the Defaulting Defendants and/or the enforcement of the Defaulting Defendants' other duties/obligations under the General Agreement of Indemnity in a separate action.

By: *Keith Throckmorton*  
Clerk of Court